

EXHIBIT 1

**HIGH BANDWIDTH LINE SHARING UNE AMENDMENT
TO THE INTERCONNECTION AGREEMENT
BETWEEN SBC AMERITECH AND RHYTHMS LINKS, INC.
DATED [INSERT DATE]**

Pursuant to this Agreement, (the "High Bandwidth Line Sharing UNE Amendment"), Rhythms Links, Inc. ("CLEC") and SBC Ameritech ("ILEC"), hereinafter referred to individually as a "Party" and collectively as the "Parties," hereby agree to amend that certain *Interconnection Agreement between the Parties* dated August 18, 1998 (the "Interconnection Agreement") for the State of Illinois.

WHEREAS, CLEC and ILEC entered into an Interconnection Agreement on August 18, 1998, and

WHEREAS, CLEC and ILEC seek to implement the Federal Communications Commission's ("FCC") Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (released December 9, 1999) (FCC 99-355) ("Line Sharing Order"), including the implementation deadlines specified therein;

WHEREAS, CLEC and ILEC seek to implement the FCC's Third Report and Order in CC Docket No. 96-98 (released November 5, 1999) (FCC 99-238) ("UNE Remand Order") as it relates to High Bandwidth Services;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. This High Bandwidth Line Sharing UNE Amendment, including without limitation the High Bandwidth Line Sharing UNE Attachment attached hereto, which is incorporated herein by this reference, sets forth the rights and obligations of each Party with respect to the rates, terms and conditions for High Bandwidth Services provided via Line Sharing.
2. The Parties agree that they intend for the High Bandwidth Line Sharing UNE Amendment to be construed and interpreted broadly by the Parties. The Parties further agree that the High Bandwidth Line Sharing UNE Amendment shall be construed and interpreted by the Parties to enable CLEC to offer the broadest possible array of advanced services to consumers in the State of Illinois.
3. The Parties agree that they shall apply the High Bandwidth Line Sharing UNE Amendment to current technologies and to future technologies as they become available, regardless of whether or not ILEC or ILEC's data affiliate chooses to deploy such technology(ies).

4. The Interconnection Agreement entered into between ILEC and CLEC is hereby amended to add this High Bandwidth Line Sharing UNE Amendment as a new Appendix to the Interconnection Agreement.

5. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Interconnection Agreement.

6. This High Bandwidth Line Sharing UNE Amendment shall have an effective date of June 6, 2000 and shall be coterminous with the Interconnection Agreement.

7. This High Bandwidth Line Sharing UNE Amendment, together with its preamble and recitals and with any exhibits, schedules, appendices or other attachments hereto, each of which is incorporated by this reference, sets forth the entire understanding of the Parties, supersedes all prior agreements between the Parties to the extent they relate to the subject matter contained herein, and merges all prior discussions between the Parties.

8. If any provision(s) of this High Bandwidth Line Sharing UNE Amendment conflicts or is otherwise inconsistent with any provision(s) of the Interconnection Agreement or with any provision(s) of any of the federal tariffs or schedules or state tariffs or schedules of ILEC, the provision(s) of this High Bandwidth Line Sharing UNE Amendment shall control.

9. All of the other provisions of the Interconnection Agreement, dated August 18, 1998, shall remain in full force and effect.

10. Either or both of the Parties may submit this High Bandwidth Line Sharing UNE Amendment to the Illinois Commerce Commission (the "Commission") for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this High Bandwidth Line Sharing UNE Amendment to be executed by their respective duly authorized representatives on the date(s) indicated below.

RHYTHMS LINKS INC.

AMERITECH ILLINOIS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

HIGH BANDWIDTH LINE SHARING UNE ATTACHMENT

I. Purpose

- A. This High Bandwidth Line Sharing UNE Attachment ("Attachment") sets forth the rates, terms and conditions pursuant to which ILEC will provide the services, network elements and interconnection components necessary for CLEC to provide High Bandwidth Services utilizing Line Sharing to customers in the State of Illinois.

II. Scope

- A. ILEC shall make available to CLEC the services, network elements and interconnection components described in this High Bandwidth Line Sharing UNE Attachment at the rates, terms and conditions set forth herein.
- B. The Parties agree that they will interpret, implement and apply the provisions of this Attachment broadly, in a manner enabling CLEC to provide the broadest possible array of High Bandwidth Services to customers in the State of Illinois, through the use of Line Sharing.
- C. The Parties agree that they will interpret, implement and apply the provisions of this Attachment to current technologies and to future technologies as they become available, regardless of whether the ILEC or the data affiliate of ILEC has deployed or chooses to deploy such technology(ies).
- D. The Parties agree that pursuant to this Attachment CLEC may deploy any High Bandwidth or advanced services technology that (i) complies with industry standards; (ii) is approved by an industry standards body, the FCC or any state commission; or (iii) has been (at the time CLEC is seeking deployment) successfully deployed by any carrier in any state. ILEC shall permit deployment of any technology meeting any of these three (3) criteria unless ILEC has obtained from the Illinois Commerce Commission an order or other decision concluding that the deployment of the particular technology will significantly degrade the performance of other advanced services or traditional voice band services. As of the effective date of this High Bandwidth Line Sharing UNE Attachment, ILEC shall permit CLEC to deploy any technology meeting any one of the above three (3) criteria, including without limitation Asynchronous Digital Subscriber Line ("ADSL"), Rate-Adaptive ADSL ("RADSL"), Multiple Virtual Lines ("MVL"), and G.Lite.
- E. ILEC shall make available the services, network elements and interconnection components described herein to CLEC at rates, terms and conditions detailed herein. Such rates, terms and conditions shall be at least equal to those provided by ILEC to itself, to any ILEC Affiliate (including without limitation ILEC's data

affiliate)), to any other telecommunications carrier, to any ILEC customer or end-user, or to any other party.

- F. The Parties agree that the rates and charges for any services, unbundled network elements or interconnection components contained herein are all-inclusive, and, with the sole exception of any applicable collocation rates, no other rates or charges shall apply.

III. Definitions

- A. High Bandwidth Line Sharing Unbundled Network Element ("HBLS UNE") is an unbundled network element that utilizes Line Sharing on a twisted copper pair when entering the end-user premises, and that provides for a hand-off of High Frequency traffic to CLEC at any technically feasible point specified by CLEC, over which CLEC may provide High Bandwidth Services to the end-user.
- B. High Bandwidth Services are services with a transmission rate of at least 128 kilobits per second.
- C. Line Sharing is a method by which CLEC provides High Bandwidth Services (i) that allows for CLEC, as a second carrier, to use the same copper twisted pair wire that serves a particular end-user customer as is used by said end-user customer to obtain voice services from the voice provider carrier (*i.e.*, the first carrier); (ii) that uses the frequency spectrum above the voice channel on said copper pair wire (*i.e.*, above 4000 Hz ("High Frequency")); and (iii) that provides for a hand-off of High Frequency traffic from ILEC to CLEC at any technically feasible point specified by CLEC.
- D. Permanent Virtual Circuit ("PVC") is a logical communication path that provides the equivalent of a dedicated physical point-to-point path over an Asynchronous Transfer Mode ("ATM") packet switching network.
- E. Permanent Virtual Path ("PVP") is an ATM logical communications path that comprises multiple PVCs.
- F. Quality of Service refers to performance specifications for ATM service defined by the ATM Forum and the ITU-T. PVPs and PVCs shall be provided to CLEC at all of the following options: ITU-T Quality of Service Classes A, B, C, and D; ATM Forum Quality of Service Classes 1, 2, 3, and 4; and Service Class Categories Available Bit Rate, Constant Bit Rate, Variable Bit Rate – real time, Variable Bit Rate – not real time, and Unspecified Bit Rate.
- G. Remote Terminal means a controlled environmental vault, fiber hut, cabinet or other structure equipped with fiber-fed Digital Loop Carrier ("DLC") equipment.

IV. Network Configurations

- A. ILEC shall enable and allow CLEC to provide High Bandwidth Services utilizing either of the following network configurations for the HBLS UNE:
1. Home Run Copper – Home Run Copper consists of an all-copper pair between an end-user customer demarcation location and the Main Distribution Frame in ILEC's serving wire center that is jumpered and cross-connected to a CLEC collocation arrangement located in said serving wire center. Figures 1-3 (attached at the end of this Attachment) depict a diagram of this configuration. The specific terms and conditions for this configuration are contained in Section V – Home Run Copper (below); and
 2. Fiber-Fed DLC – Fiber-Fed DLC consists of an all-copper pair from the end-user customer demarcation location to a Remote Terminal, and fiber from the Remote Terminal to CLEC's designated point of interconnection. Figure 4 (attached at the end of this Attachment) depicts a diagram of the possible Fiber-Fed DLC configurations. The specific terms and conditions for these configurations are contained in Section VI – Fiber-Fed DLC (below).
- B. In any instance in which CLEC is using Line Sharing to provide High Bandwidth Services, CLEC is responsible for providing the end-user with, and is responsible for the installation and maintenance of, a filter(s) or other customer premises equipment necessary for the end-user to receive separate voice and High Bandwidth Services across the same loop. CLEC shall determine the necessary customer premises equipment.
- C. ILEC Network Deployment
1. ILEC shall provide CLEC, upon CLEC's request, with copies of all technical specifications and network architecture information, including without limitation any Network Operation Plans and any draft or final Methods and Procedures, regarding any ILEC planned DLC deployment that may impact CLEC's provision of any of the services, network elements or interconnection components described in this Attachment. For purposes of this ILEC obligation, "planned DLC deployment" includes, but is not limited to, any ILEC plans (i) covering the then-subsequent two year period, (ii) included or referenced in any ILEC filing with the Securities and Exchange Commission; or (iii) included in any information provided as a matter of course to ILEC shareholders or other investors (e.g., proxy statements, annual reports).
 2. ILEC agrees that it will not deploy any technology, including without limitation any Remote Terminal or DLC deployment (e.g., limiting PVCs to Unspecified Bit Rate transmissions), that will limit or otherwise impede

in any manner whatsoever CLEC's ability to deploy multiple voice, video or other advanced services.

3. ILEC agrees that it will not migrate any existing CLEC end-user customer that is then obtaining High Bandwidth Services from CLEC over an HBLs UNE using Home Run Copper to an HBLs UNE using Fiber-Fed DLC without first obtaining the prior, written consent of CLEC. CLEC agrees to not unreasonably withhold such consent, but may not be required by ILEC to provide such consent. In instances where CLEC provides such consent, ILEC and CLEC agree to work cooperatively to minimize any end-user customer downtime during any migration from the Home-Run-Copper-based HBLs UNE to the Fiber-Fed-DLC-based HBLs UNE.

V. Home Run Copper

A. Network Topology – This Section provides a description of the HBLs UNE when the HBLs UNE is provided over Home Run Copper.

1. ILEC shall make available to CLEC HBLs UNEs provided over Home Run Copper (depicted in Figures 1-3). When provided over Home Run Copper, the HBLs UNE shall consist of the High Frequency portion of an all-copper pair that runs from the demarcation point at the end-user customer location to the ILEC's serving wire center. At the serving wire center, ILEC shall connect the HBLs UNE to a CLEC tie cable via an ILEC-provided jumper; provided, however, that CLEC must first have obtained said tie cable from ILEC to connect to CLEC's collocation arrangement.
2. The Parties agree that CLEC may utilize Line Sharing to provide High Bandwidth Services over an HBLs UNE provided over Home Run Copper; provided, however, that CLEC must obtain access to a voice and data splitter in order to so utilize Line Sharing.
 - (i) Splitters.
 - (a) The Parties agree that CLEC may obtain access to the voice and data splitter via any of the following three scenarios. The Parties further agree that CLEC will choose, at its sole option and discretion, which of these three scenarios it will use at each particular serving wire center.
 - (1) Splitter Located in the Collocation Arrangement of CLEC (depicted in Figure 1). CLEC may choose to obtain the splitter directly and place the splitter in its collocation arrangement. CLEC shall purchase and own the splitter. In this scenario, both the non-

CLEC voice traffic and the CLEC-provided High Bandwidth Services will arrive at the CLEC collocation arrangement via a tie cable obtained from ILEC. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the High Frequency traffic. CLEC will retain the High Frequency traffic. ILEC shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic.

- (2) Splitter Located in an Area of the Serving Wire Center Outside of CLEC's Collocation Arrangement, But Accessible to CLEC (depicted in Figure 2). CLEC may choose to have the splitter placed in a common area in the serving wire center, to which CLEC has access. In this scenario, CLEC shall receive its High Frequency traffic via a tie cable obtained from ILEC, running from the Main Distribution Frame to the splitter and then from the splitter to the CLEC's collocation arrangement. ILEC shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic. CLEC will determine whether it will own the splitter, or will require ILEC to own and obtain the splitter from the third party vendor of CLEC's choosing. If ILEC owns the splitter, CLEC may obtain the splitter functionality on an individual "port-at-a-time" basis. CLEC shall have access to the splitter in the common area. If CLEC owns the splitter, CLEC shall have the right to perform repair and maintenance work (as detailed further below in Section IX of this Attachment) on the splitter.
- (3) Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by ILEC (depicted in Figure 3). CLEC may choose to have ILEC own and obtain the splitter (either from a third party vendor or from CLEC) and locate the splitter in an area in the serving wire center to which CLEC does not have access (e.g., on or adjacent to the Main Distribution Frame). In this scenario, CLEC may obtain the splitter functionality on an individual "port-at-a-time" basis. ILEC shall perform all maintenance and repair work (as detailed further

below in Section IX of this Attachment). CLEC shall receive its High Frequency traffic via a tie cable obtained from ILEC, running from the Main Distribution Frame to the splitter and then from the splitter to CLEC's collocation arrangement. ILEC shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic.

- (b) Under all three of the aforementioned scenarios, ILEC shall make available to CLEC Interoffice Transport. CLEC may use Interoffice Transport to transport its High Frequency traffic between its collocation arrangement in the serving wire center and its point-of-presence, node, or collocation arrangement in a different wire center. ILEC shall offer CLEC Interoffice Transport as bandwidth dedicated to CLEC (e.g., DS0, DS1, DS3, or OCn).
 - (c) ILEC shall complete the installation and provisioning of any tie cable ordered by CLEC pursuant to this Attachment within thirty calendar (30) days of ILEC's receipt of an order for a tie cable from CLEC, unless a shorter interval is specified in the Interconnection Agreement, or becomes the ILEC practice, or is achieved by or offered to any other provider of High Bandwidth Services, in which case the shortest of such intervals shall apply. The Parties agree that this interval shall apply only to any tie cable ordered by CLEC pursuant to or consistent with this High Bandwidth Line Sharing UNE Attachment. CLEC may order and ILEC shall provide tie cables at any available capacity (e.g., voice grade, DS0, DS1, or DS3).
 - (d) ILEC shall not require CLEC to provide forecasts for the number of splitters or jumpers CLEC may require. CLEC may, at its sole discretion, provide splitter and jumper forecasts to ILEC.
- (ii) Augments
- (a) ILEC shall process all CLEC applications and firm orders for augmenting its collocation arrangements to use Line Sharing to provide High Bandwidth Services in a sum total (for each application and subsequent firm order, combined) of not more than thirty (30) calendar days from ILEC's receipt of the initial application. This thirty (30) calendar day interval shall apply to the addition of digital subscriber

line access multiplexers ("DSLAMs"), splitters, tie cables and any other equipment necessary for CLEC to use Line Sharing to provide High Bandwidth Services, and shall apply to ILEC's obtaining and installing splitters and tie cables to be used by CLEC.

- (b) The addition of additional line cards to a DSLAM or splitter located in CLEC's collocation arrangement shall not require the submission of any additional application or firm order by CLEC, and shall be accomplished on the schedule determined solely by CLEC.

VI. Fiber-Fed DLC

A. Network Topology – This Section provides a description of the HBLS UNE when the HBLS UNE is provided over Fiber-Fed DLC. There are several different variations of HBLS UNE provided over Fiber-Fed DLC (depicted below in Figures 4). In each variation, ILEC shall make available to CLEC copper wire from the demarcation point at the end-user customer premises to the Remote Terminal, and shall make available fiber from the Remote Terminal to the first ATM switch located at ILEC's serving wire center (the "Optical Concentration Device" or "OCD") or other location. From the OCD, CLEC shall determine the method by which ILEC will deliver the High Frequency traffic to CLEC. CLEC may specify, without limitation, any of the methods and points of interconnection indicated in this Section. The specific number and type of sub-elements CLEC may lease from ILEC to obtain the HBLS UNE over Fiber-Fed DLC will vary, depending on the specific configuration chosen by CLEC.

B. Network Elements / Interconnection Components

1. ILEC shall make available to CLEC and CLEC shall obtain certain of the following network elements and/or interconnection components, either individually or in any of the combinations of elements specified below, in order for CLEC to provide High Bandwidth Services over an HBLS UNE provided over Fiber-Fed DLC:
 - (i) The High Frequency portion of the all-copper-wire subloop between the end-user customer premises and ILEC's Remote Terminal ("HFPSL");
 - (ii) ILEC-integrated DSLAM line card/electronics in the Remote Terminal (when owned by ILEC) ("LCRT");
 - (iii) Space rental for collocation of CLEC's DSLAM at ILEC's Remote Terminal ("DSLAM Collocation");

- (iv) Cross-connect between HFPSL and CLEC's DSLAM collocated in ILEC's Remote Terminal ("CC1");
- (v) Cross-connect between CLEC's DSLAM collocated in ILEC's Remote Terminal and the optical concentrator at the end of the Fiber-Fed DLC ("CC2");
- (vi) Fiber-Fed DLC as a Permanent Virtual Circuit ("PVC") from the DLC equipment in ILEC's Remote Terminal terminating in the OCD ("FPVC");
- (vii) Fiber-Fed DLC as a Permanent Virtual Path ("PVP") from the DLC equipment in ILEC's Remote Terminal terminating in the OCD ("FPVP");
- (viii) A port termination on the ATM and OCD ("ATM port" or "OCD port");
- (ix) An OCD transit function ("OCD Transit");
- (x) Tie cable between OCD port and CLEC's collocation arrangement ("TC"); and
- (xi) Interoffice transport (1) between CLEC's collocation arrangement in the serving wire center and CLEC's point-of-presence, node, or collocation arrangement in another location; or (2) between an OCD port and CLEC's point-of-presence, node, or collocation arrangement in another location ("Interoffice Transport"). ILEC shall offer CLEC the choice of Interoffice Transport in each of the following ways:
 - (a) As bandwidth dedicated to CLEC (*e.g.*, DS0, DS1, DS3, or OCn);
 - (b) As PVCs, at the Quality of Service Class(es) specified by CLEC; or
 - (c) As PVPs, at the Quality of Service Class(es) specified by CLEC.

Figure 4 (below) depicts each of these network elements.

2. CLEC may obtain from ILEC any one or more of the aforementioned network elements on an individual basis.

3. ILEC shall also make available to CLEC the aforementioned network elements in all technically feasible combinations, including without limitation the following combinations:
- (i) HFPSL + LCRT + FPVC + OCD port;
 - (ii) HFPSL + LCRT + FPVC + OCD port + Interoffice Transport;
 - (iii) HFPSL + LCRT + FPVC + OCD Transit + Interoffice Transport + ATM port;
 - (iv) HFPSL + LCRT + FPVC + OCD Transit + Interoffice Transport + ATM port + Interoffice Transport;
 - (v) HFPSL + LCRT;
 - (vi) HFPSL + CC1;
 - (vii) DSLAM Collocation + CC2;
 - (viii) FPVP + OCD port;
 - (ix) CC2 + FPVP + OCD port;
 - (x) CC2 + FPVP + OCD port + Interoffice Transport;
 - (xi) FPVP + OCD port + Interoffice Transport;
 - (xii) CC2 + FPVP + OCD Transit + Interoffice Transport + ATM Port;
 - (xiii) FPVP + OCD Transit + Interoffice Transport + ATM Port;
 - (xiv) CC2 + FPVP + OCD Transit + Interoffice Transport + ATM Port + Interoffice Transport;
 - (xv) FPVP + OCD Transit + Interoffice Transport + ATM Port + Interoffice Transport;
 - (xvi) CC2 + FPVC + OCD Transit + Interoffice Transport + ATM Port;
 - (xvii) FPVC + OCD Transit + Interoffice Transport + ATM Port;
 - (xviii) CC2 + FPVC + OCD Transit + Interoffice Transport + ATM Port + Interoffice Transport; and

- (xix) FPVC + OCD Transit + Interoffice Transport + ATM Port + Interoffice Transport.

These combinations may be used by CLEC together with any other individual sub-element(s), or applicable combinations, described in this Section VI of the High Bandwidth Line Sharing UNE Attachment or elsewhere in the Interconnection Agreement.

- C. ILEC shall complete the installation and provisioning of any tie cable ordered by CLEC pursuant to this Attachment within thirty (30) calendar days of ILEC's receipt of an order for a tie cable from CLEC, unless a shorter interval is specified in the Interconnection Agreement, or becomes the ILEC practice, or is achieved by or offered to any other provider of High Bandwidth Services, in which case the shortest of such intervals shall apply. . The Parties agree that this interval shall apply only to any tie cable ordered by CLEC pursuant to or consistent with this High Bandwidth Line Sharing UNE Attachment. CLEC may order and ILEC shall provide tie cables at any available capacity (*e.g.*, DS0, DS1, DS3, or OCn).
- D. Augments
1. ILEC shall process all CLEC applications and firm orders for augmenting its collocation arrangements to use Line Sharing to provide High Bandwidth Services in a sum total (for each application and subsequent firm order, combined) of not more than thirty (30) calendar days from ILEC's receipt of the initial application. This thirty (30) calendar day interval shall apply to the addition of DSLAMs, tie cables and any other equipment necessary for CLEC to use Line Sharing to provide High Bandwidth Services, and shall apply to ILEC's obtaining and installing tie cables to be used by CLEC.
 2. The addition of additional line cards to a DSLAM located in CLEC's collocation arrangement shall not require the submission of any additional application or firm order by CLEC.
- E. Remote Terminal Equipment Placement
1. ILEC shall permit CLEC to place, or shall place upon CLEC's request, a CLEC-specified DSLAM and/or splitter in ILEC's Remote Terminal. CLEC may specify the specific type of DSLAM and/or splitter to be placed in ILEC's Remote Terminal.
 2. ILEC shall permit CLEC to specify, at each individual ILEC Remote Terminal, the line card(s) to be placed in the DLC equipment in the ILEC's Remote Terminal for use in providing service to CLEC's customers. CLEC may select either of the following line card options:

- (i) CLEC specifies the type and quantity of the line card(s) that ILEC shall obtain and install in a Remote Terminal; or
 - (ii) CLEC obtains the desired line card(s) and transfers ownership of said card(s) to ILEC (for \$1.00 per card). ILEC then installs said card(s) in the Remote Terminal. Upon request of CLEC, ILEC shall remove said card(s), return said card(s) to CLEC, and transfer ownership of said card(s) to CLEC for \$1.00 each.
- 3. Within 2 weeks of any request by CLEC, ILEC shall provide to CLEC copies, both paper and electronic, of all technical specifications and network architecture data relevant to the development by any potential vendor of plug-in DLC line cards that will support CLEC High Bandwidth Services.

VII. Service Ordering

A. Home Run Copper Configuration for the HBLS UNE

- 1. Pre-ordering
 - (i) During pre-ordering, ILEC shall provide CLEC with nondiscriminatory access to Loop Makeup Information that identifies the physical attributes or characteristics of each loop. Such Loop Makeup Information includes, but is not limited to, the following:
 - (a) The composition of the available loop material (including without limitation fiber optics and copper);
 - (b) The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other similar impediments);
 - (c) Loop length, including the segment length and location of each type of transmission media;
 - (d) Loop length by wire gauge;
 - (e) The electrical parameters of the loop;
 - (f) The availability of alternative facilities; and

- (g) Planned loop infrastructure modifications.
 - (ii) ILEC shall provide CLEC with both electronic and manual access to its Operations Support Systems, including without limitation its engineering records, outside plant databases (such as the Loop Facility Assignment Control System ("LFACS") and Trunk Inventory and Record Keeping System ("TIRKS")) and other systems containing Loop Makeup Information, so that CLEC may access such Loop Makeup Information directly and make its own determinations about whether a particular loop is suitable for the services that CLEC intends to provide over the loop. Consistent with ILEC's nondiscrimination obligations, ILEC shall provide Loop Makeup Information based on, *e.g.*, the individual telephone number or address of an end-user in a particular wire center or NXX code, or on any other basis that ILEC maintains access to such information or provides such information to itself, to any of its Affiliates, to any of its employees, contractors or subcontractors, or to any other party.
 - (iii) In providing CLEC with access to Loop Makeup Information, ILEC must provide CLEC with not only the same information that ILEC provides to itself (including without limitation to its retail and wholesale divisions) or to its Affiliates, but ILEC must also provide CLEC with access to any Loop Makeup Information that either currently exists, is being or can be developed in the future anywhere within ILEC's Operations Support Systems and that can be accessed by any of ILEC's personnel.
- 2. ILEC shall enable CLEC to perform all pre-ordering functions, including accessing all available systems and databases containing Loop Makeup Information, via a real-time, electronic interface no later than June 6, 2000. Until such time as said electronic interface is made available to CLEC by ILEC, ILEC shall enable CLEC to perform all pre-ordering functions via a Web GUI. The mechanized order cost and price shall apply unless a standardized mechanized ordering option is available and CLEC chooses not to place its order using that system. If CLEC chooses not to use an available mechanized ordering option, then the Commission's adopted manual or semi-manual cost would apply, as appropriate, given CLEC's order method.
 - 3. Line and Station Transfer Option. Where CLEC seeks to use Line Sharing to provide High Bandwidth Services over an HBLS UNE using Home Run Copper and the pre-qualification process determines (a) that the loop then associated with the telephone number initially inquired about by CLEC is served via a DLC, and (b) that there is an available spare copper pair that

runs from the demarcation point at the end-user customer premises to the serving wire center, ILEC shall:

- (i) Perform a line and station transfer (*i.e.*, a pair swap) to move the end-user's voice service to the available spare copper pair; and
- (ii) Make available the High Frequency portion of the spare copper pair to CLEC as an HBLS UNE.

4. Ordering

- (i) No later than June 6, 2000, ILEC shall enable CLEC to order an HBLS UNE provided using Home Run Copper via a real-time, EDI electronic interface. Prior to June 6, 2000, ILEC shall enable CLEC to order an HBLS UNE provided using Home Run Copper via a Web GUI electronic interface.
- (ii) Should CLEC request de-conditioning of an HBLS UNE provided using Home Run Copper, ILEC shall enable CLEC to order such de-conditioning via its real-time, EDI electronic interface beginning on June 6, 2000. Prior to June 6, 2000, CLEC shall place all orders for de-conditioning via the manual or electronic processes in place as of the effective date of this Attachment.

B. Fiber-Fed DLC Configuration for the HBLS UNE

1. Pre-ordering

- (i) During pre-ordering, ILEC shall provide CLEC with nondiscriminatory access to Loop Makeup Information that identifies the physical attributes or characteristics of each loop. Such Loop Makeup Information includes, but is not limited to, the following:
 - (a) The composition of the available loop material (including without limitation fiber optics and copper);
 - (b) The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other similar impediments);

- (c) Loop length, including the segment length and location of each type of transmission media;
 - (d) Loop length by wire gauge;
 - (e) The electrical parameters of the loop;
 - (f) The availability of alternative facilities; and
 - (g) Planned loop infrastructure modifications.
- (ii) ILEC shall provide CLEC with both electronic and manual access to its Operations Support Systems, including without limitation its engineering records, outside plant databases (such as the Loop Facilities Assignment Control System ("LFACS") and Trunk Inventory and Record Keeping System ("TIRKS")) and other systems containing Loop Makeup Information, so that CLEC may access such Loop Makeup Information directly and make its own determinations about whether a particular loop is suitable for the services that CLEC intends to provide over the loop. Consistent with ILEC's nondiscrimination obligations, ILEC shall provide Loop Makeup Information based on, *e.g.*, the individual telephone number or address of an end-user in a particular wire center or NXX code, or on any other basis that ILEC maintains access to such information or provides such information to itself, to any of its Affiliates, to any of its employees, contractors or subcontractors, or to any other party.
- (iii) In providing CLEC with access to Loop Makeup Information, ILEC must provide CLEC with not only the same information that ILEC provides to itself (including without limitation to its retail and wholesale divisions) or to its Affiliates, but ILEC must also provide CLEC with access to any Loop Makeup Information that either currently exists, is being or can be developed in the future anywhere within ILEC's Operations Support Systems and that can be accessed by any of ILEC's personnel.
- (iv) ILEC shall enable CLEC to perform all pre-ordering functions, including accessing all available systems and databases containing Loop Makeup Information, via a real-time, electronic interface no later than June 6, 2000. Until such time as said electronic interface is made available to CLEC by ILEC, ILEC shall enable CLEC to perform all pre-ordering functions via a Web GUI.

2. Ordering

- (i) No later than June 6, 2000, ILEC shall enable CLEC to order an HBLS UNE provided using Fiber-Fed DLC via a real-time, EDI electronic interface. Prior to June 6, 2000, ILEC shall enable CLEC to order an HBLS UNE provided using Fiber-Fed DLC via a Web GUI electronic interface. The mechanized order cost and price shall apply unless a standardized mechanized ordering option is available and CLEC chooses not to place its order using that system. If CLEC chooses not to use an available mechanized ordering option, then the Commission's adopted manual or semi-manual cost would apply, as appropriate, given the CLEC's order method.
- (ii) The ILEC's real-time, EDI electronic interface, once it is available to support the ordering of HBLS UNEs that use Fiber-Fed DLC, shall support the ordering of all possible configurations of Fiber-Fed DLC HBLS UNEs (individual and combinations) described in this High Bandwidth Line Sharing UNE Attachment.

VIII. Provisioning and Installation

A. HBLS UNE Using Home Run Copper Configuration

1. Intervals. ILEC shall complete the provisioning and installation of HBLS UNEs using Home Run Copper configurations according to the following interval schedule: (i) HBLS UNEs ordered between June 6, 2000 and September 6, 2000 shall be completed within three (3) business days of [ILEC] receiving an order from CLEC; (ii) HBLS UNEs ordered between September 7, 2000 and December 7, 2000 shall be completed within two (2) business days of ILEC receiving an order from CLEC within one (1) business days of receiving an order from CLEC; and (iii) HBLS UNEs ordered after December 7, 2000 shall be completed within one (1) business day of ILEC receiving an order from CLEC. This interval shall include the cooperative acceptance testing in subsection VIII.A.4 below.
2. Line and Station Transfers. Where CLEC requests ILEC to perform a line and station transfer as part of the order for an HBLS UNE using Home Run Copper, ILEC shall perform said line and station transfer. ILEC shall determine the manner in which it performs a line and station transfer. ILEC's need to perform a line and station transfer shall not impact the interval in which ILEC is to provision and install an HBLS UNE using Home Run Copper.
3. De-conditioning. Where requested by CLEC to perform de-conditioning (*i.e.*, removal of any of the impediments identified in the pre-ordering section above, including without limitation load coils and bridged taps) of an HBLS UNE, ILEC shall perform said de-conditioning. Performance of

any CLEC-requested de-conditioning shall extend the provisioning and installation interval by an additional 2 business days. This interval shall include the cooperative acceptance testing in subsection VIII.A.4 below. ILEC may not charge CLEC for de-conditioning.

4. Cooperative Acceptance Testing. ILEC shall not consider installation of an HBLS UNE provided over Home Run Copper to be complete until CLEC has affirmatively accepted the HBLS UNE. ILEC shall test the HBLS UNE for copper continuity and for pair balance prior to completing the installation. Once ILEC completes such testing and obtains passing results, ILEC shall inform CLEC that ILEC believes the installation has been properly performed. At this point, CLEC shall either accept the line without conducting its own testing, or shall conduct its own test of the HBLS UNE. If CLEC conducts its own testing and the results demonstrate that the HBLS UNE is capable of being used to provide High Bandwidth Services, CLEC shall accept the HBLS UNE from ILEC. If CLEC conducts its own testing and the results demonstrate that the HBLS UNE is not capable of being used to provide High Bandwidth Services, CLEC may refuse to accept the line, and may instead open a trouble ticket. Such a trouble ticket shall not be placed in the general population of maintenance and repair trouble tickets, but rather shall remain an installation problem. Until ILEC cures the problem(s) with the HBLS UNE (or until ILEC and CLEC collectively agree that the problem(s) lies with the CLEC's equipment or facilities, including any customer premises equipment), the installation will be deemed by the Parties to be an incomplete, failed installation.

B. HBLS UNE Using Fiber-Fed DLC Configuration

1. Intervals. ILEC shall complete the provisioning and installation of HBLS UNEs using Home Run Copper configurations according to the following interval schedule: (i) HBLS UNEs ordered between June 6, 2000 and September 6, 2000 shall be completed within three (3) business days of [ILEC] receiving an order from CLEC; (ii) HBLS UNEs ordered between September 7, 2000 and December 7, 2000 shall be completed within two (2) business days of ILEC receiving an order from CLEC; and (iii) HBLS UNEs ordered after December 7, 2000 shall be completed within one (1) business day of ILEC receiving an order from CLEC. If ILEC must install a CLEC-specific line card in a remote terminal as part of the installation of an HBLS UNE, then this interval shall be extended by one (1) business day. The intervals in this subsection shall include the cooperative acceptance testing in subsection 2 below.
2. Cooperative Acceptance Testing. ILEC shall not consider installation of an HBLS UNE provided over Fiber-Fed DLC to be complete until CLEC

has affirmatively accepted the HBLS UNE. ILEC shall test all fiber between the OCD port and the ILEC Remote Terminal, and shall test the copper pair connecting the Remote Terminal to the end-user customer premises for copper continuity and for pair balance prior to completing the installation. Once ILEC completes such testing and obtains passing results, ILEC shall inform CLEC that ILEC believes the installation has been properly performed. At this point, CLEC shall either accept the line without conducting its own testing, or shall conduct its own test of the HBLS UNE. If CLEC conducts its own testing and the results demonstrate that the HBLS UNE is capable of being used to provide High Bandwidth Services, CLEC shall accept the HBLS UNE from ILEC. If CLEC conducts its own testing and the results demonstrate that the HBLS UNE is not capable of being used to provide High Bandwidth Services, CLEC may refuse to accept the line, and may instead open a trouble ticket. Such a trouble ticket shall not be placed in the general population of maintenance and repair trouble tickets, but rather shall remain an installation problem. Until ILEC cures the problem(s) with the HBLS UNE (or until ILEC and CLEC collectively agree that the problem(s) lies with the CLEC's equipment or facilities (including any customer premises equipment), the installation will be deemed by the Parties to be an incomplete, failed installation.

IX. Testing, Repair and Maintenance

A. HBLS UNE Using Home Run Copper

1. HBLS UNE

- (i) In response to a trouble ticket opened by CLEC, ILEC shall conduct any necessary repair work for an HBLS UNE on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.

2. Splitter

- (i) ILEC is responsible for all testing, repair and maintenance of facilities and equipment on its side of the splitter and CLEC is responsible for all testing, repair and maintenance of facilities and equipment on its side of the splitter.

(ii) Procedures and Access

(a) ILEC owns the splitter.

- (1) Where the ILEC owns the splitter and does not provide CLEC with access to the splitter, ILEC

shall conduct any necessary repair work on the splitter on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.

- (2) Where the ILEC owns the splitter and provides CLEC with access to the splitter, ILEC shall permit CLEC to perform maintenance, repair and testing work on, and shall provide CLEC with access to the splitter twenty-four hours a day, seven days a week.
- (b) CLEC owns the splitter. Where the CLEC owns the splitter, CLEC is responsible for performing maintenance, repair and testing on the splitter.
- (c) Coordination between ILEC and CLEC. ILEC and CLEC agree to coordinate in good faith any splitter testing, repair and maintenance that will significantly impact the service provided by the other party. In no event is ILEC to perform any splitter testing, repair or maintenance that interrupts the flow of data to a CLEC customer without first coordinating with CLEC to reach a mutually agreeable time for the necessary testing, repair or maintenance work to occur. The foregoing sentence notwithstanding, CLEC shall not require ILEC to provide CLEC with more than two (2) hours advance notice for any repair effort needed to restore service to an ILEC end-user that has suffered a complete loss of voice services.

3. Test Head

- (i) CLEC shall have physical and remote test access to the test head twenty-four hours a day, seven days a week.

B. HBLS UNE Using Fiber-Fed DLC

1. HBLS UNE

- (i) In response to a trouble ticket opened by CLEC, ILEC shall conduct any necessary repair work for an HBLS UNE on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.

2. Remote Terminal DLC Line Cards

- (i) In response to a trouble ticket opened by CLEC, ILEC shall conduct any work necessary to repair or replace the line cards in ILEC's DLC in a Remote Terminal on a twenty-four-hour-a-day, seven-day-a-week basis, and shall maintain a mean-time-to-repair interval of two (2) hours, applied monthly.
- (ii) Where repair work or replacement is necessary on a line card in a Remote Terminal that is of a type not deployed by ILEC for its own use or use by its data affiliate, CLEC is responsible for providing ILEC with a sufficient quantity of spare line cards for ILEC to use for maintenance and repair purposes.

X. Rates

- A. With respect to the services, network elements and interconnection components described in this High Bandwidth Line Sharing UNE Attachment, ILEC may charge CLEC the rates listed in the following Table 1 for the items listed in Table 1. No other rates or charges shall apply for these services, network elements and interconnection components.
- B. The Parties covenant and agree that ILEC's charges to CLEC for each element comprising Line Sharing may not exceed the amount ILEC allocated for such element in its federal digital subscriber line service(s) tariff(s) as of the effective date of this High Bandwidth Line Sharing UNE Attachment.

Table 1 Rate Elements and Rates for Ameritech-IL

Rate Element	Rate		
	Monthly Recurring	Non-Recurring	
		1 st /Additional Install	1 st /Additional Disconnect
I. Home Run Copper			
1. HBLS UNE	\$0.00 ¹	N/A	N/A
2. Ameritech-Owned Splitter	\$0.97	N/A ²	N/A
3. Place Jumper	N/A	\$6.32 / \$3.51	\$4.92 / \$2.11
4. Remove Jumper ³	N/A	\$2.11 / N/A	N/A
5. Tie Cable	Per Commission-approved tie cable prices		
II. HBLS UNE – Fiber Fed DLC (Individual Subelements)			
1. HFPSL ⁴	TBD	N/A	N/A
2. LCRT – I ⁵	TBD	TBD	TBD
3. LCRT – C ⁶	N/A	TBD	TBD
4. DSLAM Collocation ⁷	TBD	N/A	N/A
5. CC1	N/A	TBD	TBD
6. CC2	N/A	TBD	TBD
7. Configure PVCs within a PVP	N/A	TBD	N/A
8. ATM switch/ OCD port	TBD	TBD	TBD
9. ATM switch / OCD transit	TBD	N/A	N/A
10. Fiber Cross-Connect @ FDF	TBD	TBD	TBD
11. Tie cable – DS3	Per Commission-approved tie cable prices		
12. Tie cable – Ocn	Per Commission-approved tie cable prices		
13. Interoffice transport – PVC – Unspecified Bit Rate	TBD	N/A ⁸	N/A
14. Interoffice transport – PVP – Unspecified Bit Rate	TBD	N/A ⁹	N/A
15. Combinations	Sum of the individual MRCs	TBD	TBD

¹ Assumes that Ameritech recovers the entire cost of the underlying voice loop through POTS rates.

² Installation is added to investment and included in the recurring cost calculation.

³ Assumes jumper removal is part of the same overall service order activity as a place jumper request.

⁴ Reflects the cost of the additional electronics at the RT needed to derive the greater feeder bandwidth needed for the ATM bitstream associated with ADSL. Assumes that Ameritech recovers the entire cost of the underlying voice loop through POTS rates.

⁵ LCRT – I reflects line sharing provided with an Ameritech-owned and installed line card at the RT.

⁶ LCRT – C reflects the cost of Ameritech installing a CLEC-provided line card in a “virtual collocation” type of arrangement at the RT.

⁷ Used in conjunction with the CC1 and CC2 elements for physical collocation of CLEC equipment (other than a plug-in installed by Ameritech) at the RT.

⁸ The nonrecurring cost to establish PVCs and PVPs will be included in the element associated with card placement.

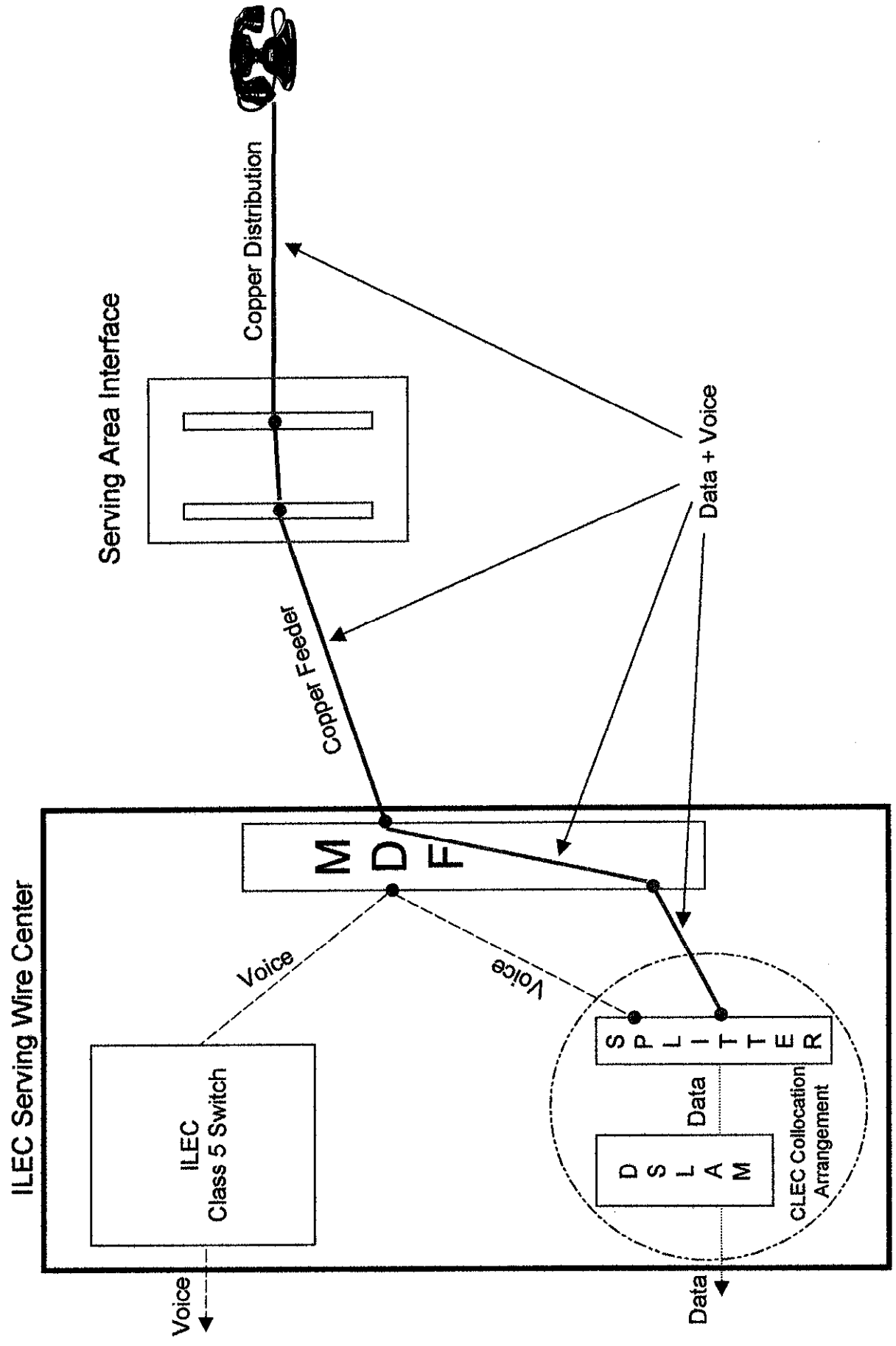
⁹ The nonrecurring cost to establish PVCs and PVPs will be included in the element associated with card placement.

Rate Element	Rate		
	Monthly Recurring	Non-Recurring	
		1 st /Additional Install	1 st /Additional Disconnect
III. MISCELLANEOUS			
1. De-conditioning	\$0.00	\$0.00 ¹⁰	N/A
2. Pre-ordering	\$0.00	TBD ¹¹	TBD
3. Ordering	N/A	Per Commission-approved mechanized service order charge	

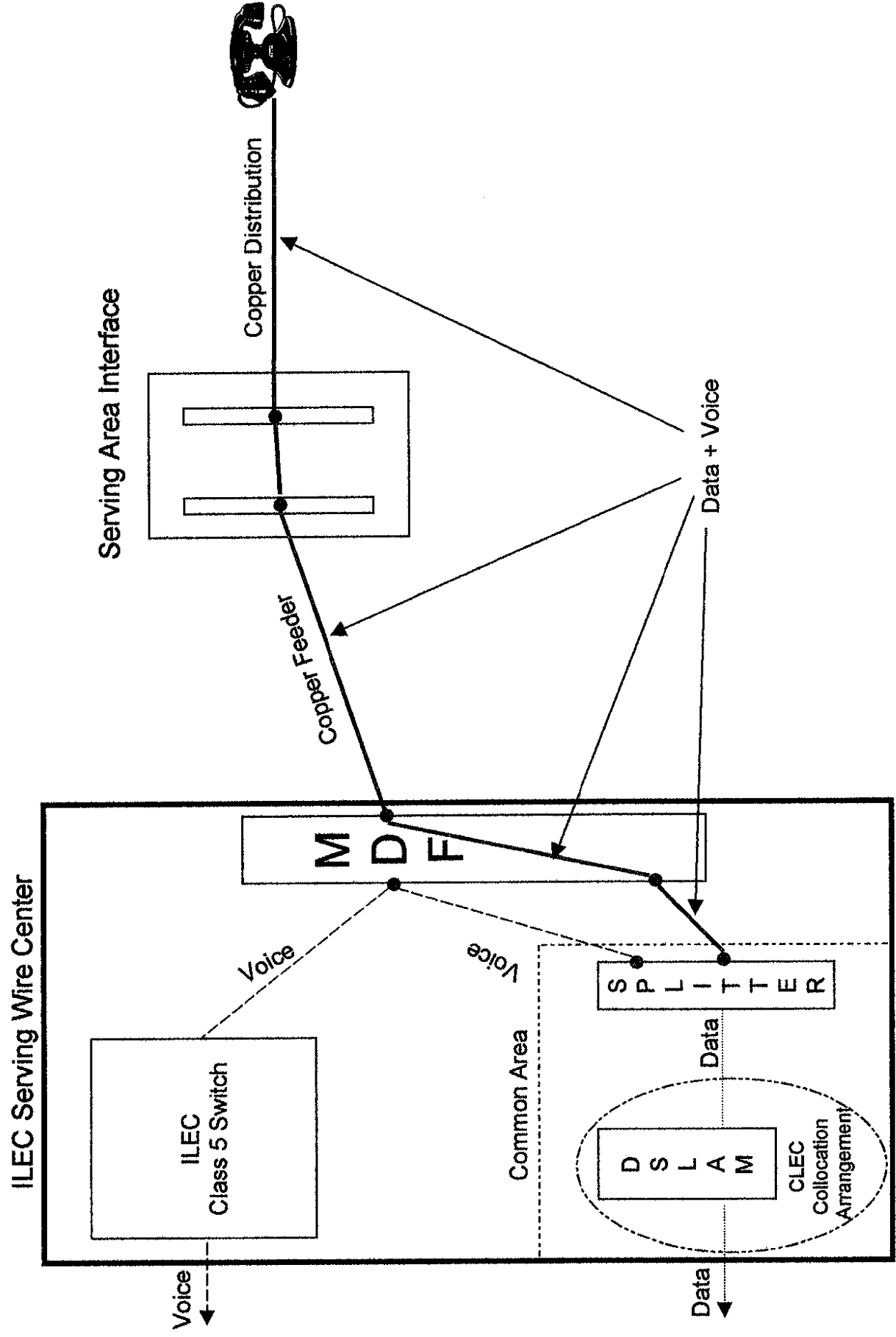
¹⁰ In a forward-looking network, all loops are “conditioned” to be xDSL-capable; therefore, the cost of the “conditioning” functionality is included in the monthly recurring charge for the underlying loop.

¹¹ In a forward-looking network, the cost of mechanized access to loop makeup information is *de minimis*.

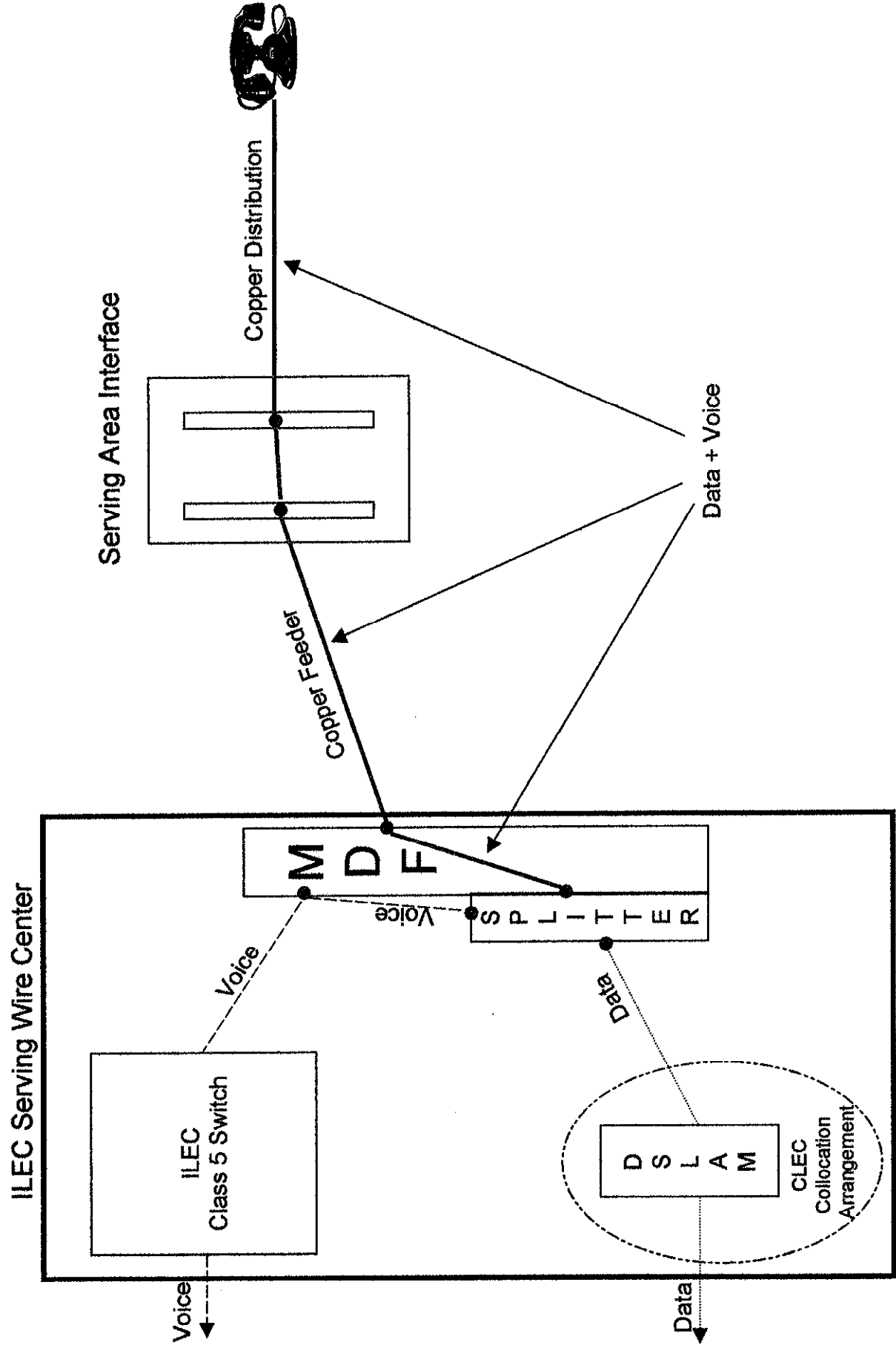
Line Sharing on Home Run Copper - Figure 1



Line Sharing on Home Run Copper - Figure 2



Line Sharing on Home Run Copper - Figure 3



Line Sharing on Fiber-Fed DLC - Figure 4

